

27662

VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE
FOR SALE OF ALCOHOLIC BEVERAGES

THIS AGREEMENT, made and entered into this 19th day of FEBRUARY, 2002, by and between MEZE, INC., Trading as MEZE (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C, hereinafter the "Protestant"), witnesses

Whereas Applicant has filed an application (= 27662) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the substantial change "CR" License for the premises known as MEZE located at 2437 18th, Washington, D.C.,

Whereas Protestant has filed before the Board a protest opposing the granting of this renewal,

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the SUBSTANTIAL CHANGE and withdrawal of the Protest *provided* that such agreement is incorporated into the Board's order GRANTING THE CHANGE, which order is thereby conditioned upon compliance with such agreement.

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns,

Now agree therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Hours. The hours of operation shall be:

	Monday	Tues	Wed.	Thurs.	Fri.	Sat.	Sun.
Inside	11a-2a	11a-2a	11a-2a	11-2a	11-3a	11-3a	11a-2a
Roof:	N/A						

Patio(s).

(If hours are different on different floors please indicate)

If different from above, hours when alcohol will be served:

Inside:

Roof:

Patio(s):

2. Seating. Seating capacity will not exceed: AS ALLOWED IN C of O

Interior tables: _____ Interior bar: _____ Patio(s): _____ Roof: _____

(Please indicate by floor, if more than one floor will have seating)

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. There shall be no music played on the roof.

4. Trash/garbage/rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.

5. Exterior including public space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

(b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. Items specific to establishment:

LIVE MUSIC IS PERMITTED AT ALL TIMES. IT
NO OUTSIDE SPEAKERS PERMITTED
FOOD WILL BE SERVED UNTIL 2 HOURS (OR LESS)
BEFORE CLOSING

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls".

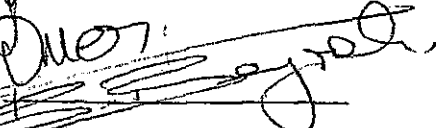
8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM.

9. Modification. This agreement can be modified only by ^{the ABC BOARD, OR BY} mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC-1C after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of protest. Protestant agree to the issuance of the ~~SUBSTANTIAL CHANGE~~ and withdrawal of their Protests, *provided* that the present Voluntary Agreement is incorporated into the Board's order ~~GRANTING~~ THE SUB. CHANGE, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:



By: MEZE REST,

President.

Meze Buyukbayral.

PROTESTANT:



Advisory Neighborhood Commission 1C

By: Andrew Jones
Chairman, ANC-1C

#27662

VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE
FOR SALE OF ALCOHOLIC BEVERAGES

THIS AGREEMENT, made and entered into this 15th day of May, 2002, by and between MEZE, INC. trading as MEZE (hereinafter the "Applicant"), and Kalorama Citizens Association (hereinafter "KCA"), witnesses:

Whereas Applicant has filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the substantial change of a class C/R License (License Application No. 27662) for the premises known as MEZE, located at 2437 18th Street, N.W., 1st and 2nd Floors, Washington, D.C. 20009. The 3rd Floor is an office and not part of the public establishment.

Whereas in recognition of the Board's policy of encouraging parties to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the KCA's concerns and to include this agreement as a formal condition of its application, and (2) the KCA will agree to the substantial change of the license, *provided* that such agreement is incorporated into the Board's order of the license, which order is thereby conditioned upon compliance with such agreement,

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate the KCA's concerns,

Now therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Hours. The hours of operation shall be:

Sunday through Thursday: 11:00 am until 2:00 am.
Friday and Saturday: 11:00 am until 3:00 am.

2. Seating. Seating capacity will not exceed:

Interior tables and bar: 72
Patio(s): 19

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR Section 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.

2002 MAY 15 PM 5:20
10:15 am
JF

4. Trash/Garbage/Rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources and eliminate the rat population.

5. Exterior including public space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

(b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. Items specific to establishment.

(a) Subject to any rights of appeal, contest, waiver or exemption, applicant acknowledges familiarity with DCMR Title 24, section 204.1, public space regulations and agrees to comply with any edicts, directives or policies that may be put in place in accordance with the Adams Morgan "pilot project" instituted by D.C. Department of Transportation (wherein the Public Space Committee resides) particularly in relation to restoring clear passageway of 10 feet as described in the above regulation.

(b). Applicant acknowledges familiarity with and will comply with Title 21 DCMR 700.4, Title 24 DCMR 108.1, 108.2, 108.7, 108.8, 108.9, 108.10, 108.11, 1008.1 and 1000.1. Specifically, Applicant agrees to not place or cause to be placed any hand bills, fliers or other paper product advertisements, announcements, artwork or other similar items in the public space or on any vehicle parked in the public street or on private property from which said hand bills, etc. could by any action of a person (i.e., remove and drop) or by nature (wind, rain, etc.) become dislodged and become litter and a nuisance.

(c) Applicant agrees to not participate in a valet parking service unless said service has reserved spaces set aside in a privately owned parking facility. Further, applicant agrees to not advertise that his establishment offers valet parking or to allow any valet parking concern to claim or advertise that it services his establishment.

(d) Applicant may feature live music under the following conditions:

(1) Rap, Go-Go, Hip-Hop and Rock will not be featured.

(2) The hours that live music may be featured are SUNDAY through THURSDAY, FROM 8:00 P.M. until 1:30 A.M. and FRIDAY and SATURDAY from 8:00 P.M. until 2:00 A.M.

(3) Up to four instruments may be used, with the opportunity to feature a fifth instrument one day per week.

(4) If amplification is required to provide sound throughout the establishment, the applicant agrees that said amplification shall not be so loud as to be audible in either of the abutting buildings or outside his establishment when the doors are closed.

(5) When the musicians are playing, the first floor entry doors will remain closed, except for normal ingress and egress.

(6) No charge, at the door, or added to the bill will ever be required of a patron in exchange for the live music.

(e) Any DeeJay -type entertainment (a grouping of various recorded music selections of the applicants choice) with or without an in-person director shall take place only on the second floor and will not be advertised in newspapers. *OK 10/2/02 (KCK) 5-14-2002*

(f) Applicant agrees that he will not erect permanently or temporarily any loudspeaker on the outside of his establishment. Applicant further agrees that he will not place any portable device outside his establishment such as a tape or CD player. Further, Applicant agrees to not permit loudspeakers inside his establishment to project audible sound out into the public space except when the door is opened and closed for normal ingress and egress.

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls" or "tours".

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 pm to 7:00 am.

9. Modification. This agreement can be modified only by the ABC Board or the mutual agreement of all the parties with the approval of the ABC Board.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of protests. The KCA agrees to the substantial change of the license, *provided* that this Voluntary Agreement is incorporated into the Board's order of the license, which order is thereby conditioned upon compliance with this Voluntary Agreement.

12. Availability of Voluntary Agreement. Applicant agrees that he will keep available at all times a copy of this agreement on the premises known as Meze, 2437 18th Street, N.W., Wash., D.C. 20009

APPLICANT:

PROTESTANT:

Queser
By: *Queser Buyuliboyev*
Meze Rest

Dennis J. E. James
Kalorama Citizens Association
By: *DENNIS J. E. JAMES*
ABC LICENSING CHAIR
FOR KALORAMA CITIZEN ASSOCIATION

Date: *5-14-02*

Date: *5-14-2002*

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

Meze, Inc.

t/a Meze

Application for a Retailer's Class

CR – substantial change

at premises

2437 18th Street, N.W.

Washington, D.C.

Case no. 27662-02/044P

2002-220

Denis I.E. James, on behalf of the Kalorama Citizens Association, Protestant

Simon Osnos, Esquire, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair

Vera Abbott, Member

Charles Burger, Member

Laurie Collins, Member

Judy A. Moy, Member

Ellen Oppen-Weiner, Esquire, Member

Audrey E. Thompson, Member

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

The request for a substantial change to include live music as an operational feature was protested and came before the Board on February 20, 2002, in accordance with D.C. Official Code Section 25-601 (2000 Edition). Denis James, on behalf of the Kalorama Citizens Association, filed opposition in a timely manner.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated May 15, 2002, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

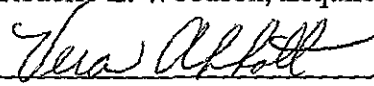
Meze, Inc.
t/a Meze
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Accordingly, it is this 4th day of ^{Sept} July 2002, **ORDERED** that:

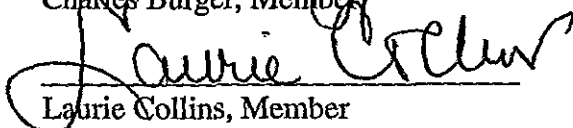
1. The opposition of Denis I. E. James, on behalf of the Kalorama Citizens Association, is **WITHDRAWN**;
2. The substantial change to include live music as an operational feature of Meze, Inc. t/a Meze for a retailer's class CR license located at 2437 18th Street, N.W., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement between the parties, is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Applicant.


District of Columbia
Alcoholic Beverage Control Board


Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy A. Moy, Member


Ellen Oppet-Weiner, Esquire, Member


Audrey E. Thompson, Member